

COMMISSIONERS APPROVAL

ROKOSCH *GR*

GRANDSTAFF *CG*

THOMPSON *AT*

CHILCOTT *GC*

DRISCOLL *VD*

PLETTENBERG (Clerk & Recorder)

Date.....December 7, 2007

Members Present..... Commissioner Jim Rokosch,
Commissioner Carlotta Grandstaff, Commissioner Alan Thompson, Commissioner Greg
Chilcott and Commissioner Kathleen Driscoll

Minutes: Glenda Wiles

► The Board met for various administrative matters as follows:

- **Commissioner Chilcott made a motion to approve of Hangar Lease # 329 for John Lesnik for a period of 10-years. Commissioner Grandstaff seconded the motion and all voted "aye".**
- The Board reviewed a letter of support to the Governor in regard to the drought status for Ravalli County. **Commissioner Chilcott made a motion to approve this letter of support. Commissioner Grandstaff seconded the motion and all voted "aye".**
- The Board reviewed the extension to the Fiscal Impact Model contract with Dennis Stranger. **Commissioner Grandstaff made a motion to approve this extension to the contract. Commissioner Driscoll seconded the motion and all voted "aye".**
- Planning Director Karen Hughes met with the Board in regard to the agreement for professional services with Clarion Associates of Colorado in regard to zoning. Included in this agreement is the project schedule and project budget which do not match because a month of the planning review was removed and is now re-inserted. In regard to the zoning issues, discussion included the manner of protest and period of protest. Karen reviewed the project schedule *draft* as attached. It was noted once the Clarion contract is approved, Karen will need to meld or integrate the PPRI and Geum Consultants project schedules together for a final project schedule. Commissioner Chilcott felt this was an excellent project and supports this endeavor. Karen stated they have already spent a little over \$40,000 to DTM and Geum Consulting. That will leave a little over \$229,000 in payments and they have commitments of \$250,000, which includes money from the

Sonoran Institute. If they do not add any more tools to the project schedule which would change the budget, they should be within the budget. Due to the fact some of the Commissioners will not be present next week; discussion included allowing Karen to tweak this project schedule/budget in regard to the final contract. Commissioner Thompson noted the line items on the Clarion Contract did not add up. Karen stated she will review this on their final review. **Commissioner Driscoll made a motion to continue this meeting for decision to Monday, December 10th at 3:00 p.m. Commissioner Grandstaff seconded the motion and all voted "aye".**

- **Commissioner Chilcott made a motion to grant final approval to the Mountain View Orchards Block 2, Lot 16A AP Major Subdivision. Commissioner Thompson seconded the motion and all voted "aye".**
- The Board drew lots for the terms of the Board of Adjustment. Commissioner Rokosch drew the term numbers first in the following order: 2 year; 1 year; 1 year; 2 year; and 2 year with the names being drawn in the following order; Phil Connelly (2-year); Lee Foss (1-year); Will Zeiler (1-year); Bill Hester (2-year) and Penny Howe (2-year).

► In other business County Attorney George Corn addressed the Board of Adjustments recent request for legal counsel and training. George felt outside counsel would serve the Board of Adjustments better in regard to training purposes. Attorney Alan McCormick assisted the Board in the past and he could be a good fit.

Commissioner Rokosch stated the Community Technical Assistance Program could be utilized. George concurred and it was agreed Karen could make contact with the CTAP for some training after the new terms begin.

In regard to legal counsel, George stated this issue comes down to his staffing and resources. There is no statutory authority for his office to represent this created Board. He has run out of staff to assist this Board. He does not see anything on the horizon for them to make a decision. Ravalli County has never had a Board of Adjustment and this issue should be addressed at the next budget cycle as he is in need of another staff person (attorney).

Discussion included training for all Department Heads in regard to collecting and following necessary information that would be needed for trial purposes.

George stated if the Board of Adjustment has a legal question they can present that in writing; then Commissioners can decide if they want Civil Counsel Alex Beal to deal with those questions. This issue is a policy decision by the Commissioners because the more time Alex spends on this Board and other Boards, the less time he has to spend with the Commissioners.

Minutes: Beth Perkins

► The Board met with Planner Shaun Morrell regarding review and discussion of CPC ground rules.

Shaun stated this discussion started in the past planning update meeting with the Board. He stated the CPCs are coming up with some ground rules. The problem is selecting core members. He requested Board recommendations.

Commissioner Grandstaff stated some folks are worried about the core group being made up of people who are not in support of zoning and there is emphasis too much on process versus actual work. Shaun replied no one knows the rules and that is the real problem.

Commissioner Rokosch stated he is not in favor of a super majority rule. Commissioner Chilcott stated the core needs to be a group of 3, 5 or 7 for a majority vote. This is a public process with representation and we need a majority margin. Board discussion followed regarding majority vote. Commissioner Rokosch, Grandstaff, Thompson and Driscoll agreed on simple majority vote. Commissioner Chilcott voted for 2/3 majority vote.

Shaun stated the actual selection of the CPC will be through consensus of the core group. If they cannot agree, they will have to keep going until the members are agreed upon. Commissioner Driscoll stated it is important to have a good balance in the core groups. Commissioner Rokosch expressed his concerns regarding the legality of implementing ground rules versus guidelines. Shaun stated these are advisory boards not decision making boards (by law). Commissioner Rokosch stated you have to raise the bar for expectations. Shaun stated he is looking for Board approval of the ground rules or a general consensus today. Board discussion followed regarding expectations.

Commissioner Rokosch asked when this is expected to be done. Shaun replied as soon as possible. He would like to see it implemented in January. Commissioner Rokosch expressed his concern with the superior vote. Commissioner Driscoll stated her concern is with additional members coming on board after the initial core group. Commissioner Grandstaff asked about the flexibility of the number of core members in the groups. Shaun replied the suggestion is 5 members. Board discussion followed regarding leaving it open to an odd number of core members.

Shaun made the recommendation of having the changes and input prior to adopting the ground rules. Commissioner Rokosch stated there should be a deadline of the second week of January to get CPC core members selection. It was decided to have them selected by the 16th of January.

► In other business, the Board met to decide on employee health insurance. Present was Human Resource Director Skip Rosenthal and Robert Hart of Blue Cross/Blue Shield Insurance.

Skip gave the Board a list of providers for the Blue Cross Blue Shield (BCBS) bid. He stated there is some additional information obtained regarding the 70/30 plan for BCBS. Commissioner Thompson questioned the difference in cost. Skip replied the cost rises with additional options. Discussion followed regarding utilization, pooling and administrative cost.

Commissioner Chilcott asked about the differences in policy cost versus longevity of contract and coverage. He discussed the options of having a three year commitment. Robert Hart of BCBS replied information changes yearly. It comes down to claims, claims pending forward and administrative costs.

Commissioner Thompson discussed service for employees. He asked who they would call for help. Robert replied the main office is in Helena and accessible with a 1-800 number. There is a local representative to the county and can be contacted. There is also 24-hour secure service available on the website.

Commissioner Rokosch asked about adding life insurance and the added colonoscopy benefit.

Skip recommended going with two options rather than three options.

Commissioner Grandstaff made a motion to accept the bid proposed by BCBS for employee health insurance with the two options for employees and include life insurance premium for \$10,000 coverage. Commissioner Driscoll seconded the motion, all voted 'aye'.

Commissioner Chilcott asked about an employee implementation plan seminar. Robert replied yes they will do one.

Glenda Wiles

From: Karen Hughes
Sent: Thursday, December 06, 2007 5:15 PM
To: Commissioners Department
Cc: Alex Beal; Skip Rosenthal
Subject: clarion work plan and contract
Attachments: Copy of Ravalli Project Schedule 12-5-07.xls; Ravalli Budget--Dec 3 07 (2).xls; contract - blank .doc

Commissioners:

Attached are a number of draft items regarding the planning consultant contract that we will, at the very least, be discussing tomorrow. I had hoped that we would have solid final versions of everything AHEAD of the meeting so you had a bit more time to review and contemplate this proposal. For now, here is what I have:

1. December 5th project schedule
2. December 3rd budget (matches a different schedule, but the overall numbers should be pretty much the same)
3. Clarion's blank contract (which Alex has already reviewed)

The Planning Board reviewed these items at their meeting yesterday. I will share their comments at our meeting tomorrow. Please be advised that the December 3rd budget has two problems associated with it: First of all, it is based on the December 3rd work plan which removed a month from the public review process and we recommended that be added back in. I am confirming, but I believe that will not drastically change the contract. Second of all, a total of \$7,350 needs to be added to the PPRI portion of the overall fees, for a grand total of \$203,845.

see you tomorrow, Karen

*Karen Hughes, AICP
Ravalli County Planning Department
215 S. 4th Street Ste F
Hamilton, MT 59840
Phone (406) 375-6530
Fax (406) 375-6531
khughes@ravallicounty.mt.gov*

12/7/2007

Ravalli County Zoning -- Project Schedule

Draft of December 5, 2007

December	
	Clarion prepares diagnosis of Draft A of Zoning Regulations (existing) based on conference calls with PD staff, Land Use Committee, and PPRI (Completed and distributed by January 11)
	PPRI and PD meets with CPCs, municipalities, and other constituencies to build relationships and to confirm process and direction
	PPRI and Clarion participate in conference calls with data/mapping consultants. Develop a process to confirm data and mapping information with CPCs
	Clarion and PPRI prepare for January public workshop #1
January	
	Clarion and PPRI continue preparing for Public Workshop # 1 -- provide an orientation to zoning, review Draft A Zoning Regulations and Clarion diagnosis, and review mapping process
25th	Clarion, PPRI reconnaissance--field tour and interviews BCC, PC, municipalities, and other agencies (piggyback trip with workshop)
26th	Clarion and PPRI convene Public Workshop # 1 (one-day) Overview of zoning, present Clarion's diagnosis of Draft A, give an overview of the mapping process and present a set of mapping guidelines
	Clarion begins to work on memo outlining the potential use of other zoning tools (TDRs, etc.). The scope of this memo will be to focus on how to best balance zoning restrictions with private property rights. Clarion will consult with PD/ PB/LUSC, and PPRI on the scope of the memo.
February	
12th	Clarion and PPRI prepare for and convene Public Workshop #2 with CPCs/public to kick-start values mapping process
	PPRI and PD staff work with CPCs to develop values maps and provide comments on Draft A Zoning Regulations and Clarion diagnosis
29th	Clarion submits zoning tools memo discussing potential use of other zoning tools (TDRs, etc.) (If the governing body decides that it wants to proceed with development of any of these tools, that will be outside the scope of this contract and subject to an amended contract and budget.) Clarion/PPRI will consult with PD, BCC, PB/LUSC regarding the content of the memo -- conference call, then follow-up visits from PPRI as necessary.
29th	<i>CPCs and others submit comments to Clarion and others on Draft A Zoning Regulations/diagnosis</i>
	PPRI and PD staff consult with BCC, PB, municipalities, and other agencies and provide feedback as appropriate to Clarion
	Clarion begins work on Draft 1 Zoning Maps (background work to allow for Clarion to accomodate CPC input upon receipt)
	Clarion holds conference call with BCC/PB/PD to receive comments on zoning regulation diagnosis
March	
	PPRI and PD continue working with CPCs and others on values mapping
14th	Clarion and PPRI meet with CPCs and others to review comments on Draft A Zoning Regulations and diagnosis
	Clarion begins to integrate comments into Draft B Zoning Regulations

14th	<i>CPCs submit values maps to Clarion and others</i>
	Clarion transforms values maps in Draft 1 Zoning Maps
	PPRI and PD staff consult with BCC, PB, municipalities, and other agencies and provide feedback as appropriate to Clarion
April	
1st	Clarion submits Draft B Zoning Regulations to County; distributed to CPCs and others
	Clarion continues to work on zoning maps. (When will those be released to public?)
18th	Clarion, PPRI, and PD consult with BCC, PB, municipalities, and other agencies
19th	Clarion and PPRI convene Public Workshop # 3 (one-day) -- present, explain, and discuss Draft B Zoning Regulations and Draft 1 Zoning Maps
	PPRI and PD continue to work with CPCs and others to review regulations and maps -- note that this will be the first and only time CPCs have a chance to review and comment on Draft 1 Zoning Maps, and to compare the Zoning Regulations and Zoning Maps
	Clarion begins working on Draft 2 Zoning Maps based on public comment
May	
16th	<i>CPCs and others submit comments to Clarion and others on Draft B Zoning Regulations and Draft 1 Zoning Maps</i>
	Clarion begins to revise regulations and maps based on comments
June	
	Clarion continues to prepare Draft C Zoning Regulations and Draft 2 Zoning Maps
6th	Draft C Zoning Regulations and Draft 2 Zoning Maps published
13th	Clarion, PPRI, and PD consult with BCC, PB, municipalities, and other agencies
14th	Clarion and PPRI prepare for and convene Public Workshop # 4 (one-day)
	Clarion and PPRI summarize results and work with PD staff to prepare final documents for public hearings
	Publish notice for Planning Board Public Hearing (sent to paper 6/27 and published 7/2 and 7/9)
	PPRI, in consultation with Clarion, meets with CPCs, municipalities, constituencies, and decision-makers to mediate unresolved issues
July	
2nd	Planning Board Public Hearing Draft of Zoning Regulations and Map available to the public
16th	Convene Planning Board Public Hearing
	Clarion, PPRI, and PD staff document results and revise regulations and maps appropriately
	Publish notice for BCC Public Hearing (sent to paper 7/31 and published 8/5 and 8/12)
	Clarion and PPRI provide strategic advice and assistance
August	
5th	BCC Public Hearing Zoning Regulations and Map available to the public
19th	Convene BCC Public Hearing
	Clarion, PPRI, and PD staff document results and revise regulations and maps appropriately

	Clarion and PPRI provide strategic advice and assistance
September	
	Clarion, PPRI, and PD staff document results and revise regulations and maps appropriately
	Clarion and PPRI provide strategic advice and assistance
30th	BCC adopts Resolution of Intent to Adopt Zoning Regulations and Map
	Legal notice of adoption and protest period sent to newspaper for publication 10/3
October	
3rd	Legal notice of adoption of Resolution of Intent and protest period is published and protest period (30 days) begins
	PD staff reviews and compiles protests upon receipt
November	
3rd	Protest period ends
	Final protest compilation is completed by PD and submitted to BCC
7th	BCC adopts Resolution to Adopt Zoning Regulations and Map

RAVALLI COUNTY ZONING CODE/ZONING MAP PRELIMINARY PROJECT BUDGET							
Draft of December 3, 2007							
TASK	CLARION				PPRI		TOTAL
	Duerksen	Elliott	Herman	Associate	McKinney	Patterson	
Billable Rate \$/hour	250	150	165	95	150	75	
Dec 2007: Zoning Revisions Draft #2; Workshop Preparation; Reconnaissance Trip							
Initial document review	4	4	4	4	4	4	24
Diagnosis of Draft A zoning regulations (PC draft)	8	32	0	20	2	2	64
Consultation meetings with CPCs, etc.					32	32	64
Jan. workshop preparation; conf. call with data consultants	12	16	12	16	14	14	0
Hours	24	52	16	40	52	52	152
Total Fees	\$6,000	\$6,000	\$2,640	\$3,800	\$7,800	\$3,900	\$30,140
Number of Trips					1	1	2
Travel Expenses	\$0	\$0	\$0	\$0	\$250	\$100	\$350
TASK TOTAL	\$6,000	\$6,000	\$2,640	\$3,800	\$8,050	\$4,000	\$30,490
January: Reconnaissance Trip and Zoning 101/Zoning Mapping Workshop							
Reconn trip/workshop; meetings with BCC, etc.(2 days)	32	24	28	24	20	20	148
Workshop follow-up w/CPCs, others					10	10	20
Hours	32	24	28	24	30	30	168
Total Fees	\$8,000	\$3,600	\$4,620	\$2,280	\$4,500	\$2,250	\$25,250
Number of Trips	1	1	1	1	1	1	6
Travel Expenses	\$800	\$800	\$800	\$800	\$250	\$100	\$3,550
Material/Copying Expense			\$500				\$500
TASK TOTAL	\$8,800	\$4,400	\$5,920	\$3,080	\$4,750	\$2,350	\$29,300
February: CPC/Public Mapping Workshops; Draft #1 Zoning Map; Zoning Diagnosis							
Zoning map workshop preparation			4	12	8	8	32
CPC/public zoning map workshop			16	16	12	12	56
Follow-up CPC workshops with PPRI re maps and diagnosis					20	20	40
begin work on Draft #1 zoning maps			2	8			10
Draft zoning tools memo	4	16		16			36

TASK	CLARION				PPRI		TOTAL	
	Duerksen	Elliott	Herman	Associate	McKinney	Patterson		
Billable Rate \$/hour	250	150	165	95	150	75		
Consult w/ munis and agencies					8	8	16	
Conference call with BCC/PC re zoning diagnosis/Draft A zoning regulations	2	2		2	2		8	
Hours	6	18	20	28	50	48	88	
Total Fees	\$1,500	\$2,700	\$3,300	\$2,660	\$7,500	\$3,600	\$21,260	
Number of Trips	0	0	1	1	5	5	12	
Travel Expenses	\$0	\$0	\$800	\$800	\$500	\$250	\$2,350	
TASK TOTAL	\$1,500	\$2,700	\$4,100	\$3,460	\$8,000	\$3,850	\$23,610	
March: Diagnosis Workshop and Draft Zoning map								
Diagnosis/Draft A zoning regulation workshop preparation/meeting		20	0	0	8	4	32	
Draft B zoning regulations	8	36	0	36	2	2	84	
Meeting with munis, others					8	8	16	
CPC follow-up facilitation					20	20	40	
Prepare draft #1 zoning maps			6	24			30	
							0	
Hours	8	56	6	70	38	34	212	
Total Fees	\$2,000	\$8,400	\$990	\$6,650	\$5,700	\$2,550	\$26,290	
Number of Trips	0	0	1	1	3	3	8	
Travel Expenses	\$0	\$0	\$800	800	\$300	\$150	\$2,050	
TASK TOTAL	\$2,000	\$8,400	\$1,790	\$7,450	\$6,000	\$2,700	\$28,340	
April: Public Workshop--Draft #1 Zoning Maps and Draft B Zoning Regulations								
Public workshop Draft #1 Zoning Maps/Draft B Zoning Regulations; BCC/PC/Muni briefings	24	24	24	16	20	16	124	
Workshop follow-up; begin work on Draft #2 Zoning Maps			4	8	8	8	28	
CPC follow-up facilitation					10	10	20	
Consult w/ munis and agencies					12	12	24	
Hours	24	24	28	24	50	46	196	
Total Fees	\$6,000	\$3,600	\$4,620	\$2,280	\$7,500	\$3,450	\$27,450	

TASK	CLARION				PPRI		TOTAL	
	Duerksen	Elliott	Herman	Associate	McKinney	Patterson		
Billable Rate \$/hour	250	150	165	95	150	75		
Number of Trips	1	1	1	1	2	2	8	
Travel Expenses	\$800	\$800	\$800	800	\$200	\$100	\$2,700	
TASK TOTAL	\$6,800	\$4,400	\$5,420	\$3,080	\$7,700	\$3,550	\$30,150	
May: Draft Zoning Map #2, Draft C Zoning Regulations, and Public Workshop								
Zoning Map #2 production and p			24	20	12	12	68	
Draft C zoning regulation draft ar	24	40	0	16	12	12	104	
Summarize workshop results		1	1	2	1	2		
Hours	24	41	25	20	13		123	
Total Fees	\$6,000	\$6,150	\$4,125	\$1,900	\$1,950		\$20,125	
Number of Trips	1	1	1	0	1		4	
Travel Expenses	\$800	\$800	\$800	\$0			\$3,200	
TASK TOTAL	\$6,800	\$6,950	\$4,925	\$1,900			\$23,325	
June: Draft #3 Zoning Map and Draft #D Zoning Regulations (Public Hearing Drafts)								
Consult w/ munis and agencies					12	12	24	
Draft #3 zoning map			4	12	2	2	20	
Draft D zoning regulations	8	32		12	2	2	56	
Hours	8	32	4	24	16	16	100	
Total Fees	\$2,000	\$4,800	\$660	\$2,280	\$2,400	\$1,200	\$13,340	
Number of Trips	0	0	0	0	1	1	2	
Travel Expenses	\$0	\$0	\$0	\$0	\$100	\$50	\$1,600	
TASK TOTAL	\$2,000	\$4,800	\$660	\$2,280	\$2,500	\$1,250	\$14,940	
July: Planning Board Public Hearing								
Attend public hearing	16		16	0	8	0	40	
Strategic advice/consultation	2				4		6	
Assist staff with revisions	2			2	2		3	
Hours	20	0	16	2	14	0	52	
Total Fees	\$5,000	\$0	\$2,640	\$190	\$2,100	\$0	\$9,930	
Number of Trips	1	0	1	0	1	0	3	
Travel Expenses	\$800	\$0	\$800	\$0	\$100	\$0	\$2,400	
TASK TOTAL	\$5,800	\$0	\$3,440	\$190	\$2,200	\$0	\$12,330	
August: Board of County Commissioners Public Hearing								
Attend public hearing	16		0	16	8	0	40	
Strategic advice/consultation	2				4			
Assist staff with revisions	2			2	2			
Hours	20	0	0	18	14	0	52	

TASK	CLARION				PPRI		TOTAL	
	Duerksen	Elliott	Herman	Associate	McKinney	Patterson		
Billable Rate \$/hour	250	150	165	95	150	75		
Total Fees	\$5,000	\$0	\$0	\$1,710	\$2,100	\$0	\$8,810	
Number of Trips	1	0	1	0	1	0	3	
Travel Expenses	\$800	\$0	\$800	\$0	\$100	\$50	\$2,400	
TASK TOTAL	\$5,800	\$0	\$800	\$1,710	\$2,200	\$50	\$11,210	
PROJECT TOTAL								
Total Fees	\$41,500	\$35,250	\$23,595	\$23,750	\$41,550	\$16,950	\$182,595	
Total Travel Expenses	\$4,000	\$2,400	\$3,200	\$2,400	\$1,300	\$600	\$13,900	
	\$45,500	\$37,650	\$26,795	\$26,150	\$42,850	\$17,550		
TOTAL PROJECT COST							\$196,495	
Total Project Cost by Firm	\$136,095				\$60,400			

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the _____ day of _____, 2007, by and between the _____ (hereinafter referred to as the Client), and Clarion Associates of Colorado, LLC, a Colorado Limited Liability Company doing business at 1700 Broadway, #400, Denver, Colorado (hereinafter referred to as the Contractor).

WHEREAS, the Client is undertaking certain activities necessary for the planning execution of a project; and

WHEREAS, the Client desires to engage the Contractor to render certain professional advice and assistance in connection with such undertakings of the Client:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to provide services to prepare a Countywide zoning map and associated zoning regulations and resolution. The services to be performed are described in Exhibit A attached hereto and incorporated herein. The Client agrees to provide supporting services to the Contractor as described in Exhibit A.
2. **Time of Performance.** The services of the Contractor are to commence on _____, 2007, and shall be undertaken and completed in such sequence as to insure their expeditious completion, but in any event all of the services required hereunder shall be completed on or before _____, 2009, for _____ (service) _____. The time of performance may be extended by mutual agreement of the parties.
3. **Method of Payment & Total Project Amount.** The Client shall compensate Contractor for its services in accordance with the Project Budget and Schedule set out in Exhibit A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the sum of \$ _____ for all services rendered. By mutual agreement, the Client and Consultant may reallocate the budget among project tasks if the total budget amount remains unchanged.
4. **General Terms and Conditions.**
 - A. **Termination of Agreement:** The Client shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the

Deleted: regional policy plan, development of guidelines for a plan conformance process, and defining the term "project of regional significance."

Client for damages sustained by the Client by virtue of any breach of the Agreement of the Contractor.

- B. Changes. The Client may, from time to time, request changes in the scope of services of the contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or excerpts. The Contractor shall maintain records for 3 years after contract ends.
- E. Ownership of Documents. Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be the property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.
- F. Assignment of Copyrights. Contractor assigns to Client the copyrights to all work prepared, developed, or created pursuant to this agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.
- G. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of _____ (Client's state). Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of the Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- H. Subcontractors. Contractor shall have the right to utilize the firms listed as subcontractors in Exhibit A to complete the approved scope of work. Other subcontractors may be utilized if approved by the Client.

- I. **Notices.** Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

Contact name
Client company name
Street address
City, State and Zip Code
Facsimile number: _____

Notices to Contractor from Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed to:

Christopher J. Duerksen, Managing Director
Clarion Associates
1700 Broadway, Suite 400
Denver, CO 80290
Facsimile number: (303) 860-1809

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

5. **Indemnification.** Contractor shall indemnify and hold Client harmless from and against all claims, suits, or action made or asserted for any damage to person or property occasioned by the negligent errors or omissions by Contractor in connection with performance of Contractor's obligation under this Agreement.
6. **Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client. It is acknowledged by Contractor that there shall be no:
- A. Withholding of income taxes;
 - B. Provision of Industrial Insurance Coverage;
 - C. Accumulation of sick or vacation leave; or
 - D. Unemployment Compensation Coverage, if the requirements of NRS 612.085 for Independent Contractors are met.

7. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the Client and the Contractor.

8. **Mediation and Arbitration.** Any disputes arising out of this Agreement shall be subject to arbitration. As a pre-condition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of _____(Client's state).

The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted and finally settled by arbitration. Any arbitration shall be conducted under the rules of the American Arbitration Association.

Mediation or arbitration conducted under this Agreement shall occur in _____ County, _____(Client's county and state).

9. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties hereto.

CLARION ASSOCIATES LLC

BY: _____
Christopher J. Duerksen
Title: Managing Director

Date: _____

BY: _____

Title: _____

Date: _____

ATTEST: (if a corporation)

Title: _____